

U.S. GOVERNMENT LEASE FOR REAL PROPERTY (Short Form)

1. LEASE NUMBER
GS-11P-LDC00325

PART I - OFFER (Offeror completes Section A, C and D; Government shall complete Section B)

NOTE: All offers are subject to the terms and conditions outlined in Supplemental Lease Requirements document, General Clauses (GSA Form 3517A), and any other attachments included herein.

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include nine-digit ZIP Code)	2. LOCATION(S) IN BUILDING		
(b) (5), (b) (7)(F)	2a. FLOOR(S) (b) (5), (b) (7)(F)	2b. ROOM NUMBER(S) NA	2e. NUMBER OF PARKING SPACES OFFERED
	2c. SQ. FT.	2d. TYPE	STRUCTURED NA
	RENTABLE 820 ABOA 820 Common Area Factor 1.00	<input type="checkbox"/> GENERAL OFFICE <input type="checkbox"/> WAREHOUSE <input checked="" type="checkbox"/> OTHER (Specify) Apt	SURFACE NA ANNUAL PARKING RATES (IF NOT INCLUDED IN RATES UNDER PART C BELOW) STRUCTURED ____/space SURFACE ____/space

B. TERM

3a. To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 4 Years, 4 Years Firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

3b. This Lease may be renewed at the option of the Government for a term of NA YEARS at the rental rate(s) set forth below, provided notice is given to the Lessor at least NA days before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. Rent shall not be adjusted for changes in real estate taxes or operating costs.

5a. AMOUNT OF ANNUAL RENT \$36,000.00	5b. RATE PER MONTH \$3,000.00		
RENTAL RATE BREAKDOWN	FIRM TERM (\$/RSF/YEAR)	NON-FIRM TERM (\$/RSF/YEAR)	RENEWAL TERM (\$/RSF/YEAR)
6. BUILDING SHELL RENT (INCL. REAL ESTATE TAXES)	6a. \$43.90	6b. \$NA	6c. \$NA
7. OPERATING RENT	7a. \$NA	7b. \$NA	7c. \$NA
8. TURNKEY TENANT IMPROVEMENT RENT (See blocks 11 and 12 below for additional breakdown of cost and amortization rate)	8a. \$NA	8b. \$NA	8c. \$NA
9. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9a. \$NA	9b. \$NA	9c. \$NA
10. TOTAL RENT	10a. \$43.90	10b. \$NA	10c. \$NA
11. TENANT IMPROVEMENT COSTS NA		12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS NA	
13. HVAC OVERTIME RATE PER HOUR NA		14. ADJUSTMENT FOR VACANT PREMISES RATE (\$/ABOA SF/YEAR) NA	

KK RR

D. OWNER IDENTIFICATION AND CERTIFICATION

15. RECORDED OWNER

15a. Name Kay Kendall		15b. DUNS Number 080782876	
15c. Address 2412 Tracy Place, NW	15d. City Washington	15e. State DC	15f. ZIP + 4 20008-1627

16. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.

☒ I have read the RLP with attachments in its entirety and am requesting no deviations

17. OFFEROR'S INTEREST IN PROPERTY

☒ OWNER ☐ AUTHORIZED AGENT ☐ OTHER (Specify)

18. OFFEROR ☒ Check if same as Recorded Owner

18a. NAME (b) (5), (b) (7)(F)	18b. ADDRESS (b) (5), (b) (7)(F)	18c. CITY (b) (5), (b) (7)(F)	18d. STATE (b) (5), (b) (7)(F)	18e. ZIP + 4 (b) (5), (b) (7)(F)
18f. Title		18g. E-mail address (b) (5), (b) (7)(F)		18h. Telephone Number

18i. OFFEROR'S SIGNATURE

(b) (6)

18j. DATE SIGNED

Sept 19, 2017

PART II - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents:

- a. this GSA Form 3626
- b. Supplemental Lease Requirements
- c. ~~Rider 1 Fire Protection & Life Safety~~ *PK KK*
- d. GSA Form 3517A, General Clauses (Acquisition of Leasehold Interests in Real Property for Small Leases)
- e. GSA Form 3518, Addendum to the System for Award Management (SAM) Representations and Certifications.

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED LEASE CONTRACTING OFFICER.

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print) Roger Perrault	3b. SIGNATURE OF LEASE CONTRACTING OFFICER (b) (6)	3c. DATE Sept 27, 2017
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SECTION 1 GENERAL TERMS, CONDITIONS, AND STANDARDS

1.01 DEFINITIONS AND GENERAL TERMS (SMALL) (SEP 2015)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

B. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.

C. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space.

D. Intentionally Deleted

1.02 ~~PUBLIC TRANSPORTATION (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

1.03 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

1.04 ~~HUBZONE - SMALL BUSINESS CONCERNS - ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012)~~ INTENTIONALLY DELETED

1.05 WAIVER OF RESTORATION (OCT 2016)

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

1.06 NOVIATION AND CHANGE OF OWNERSHIP (SMALL) (OCT 2016)

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

1.07 ASBESTOS (SMALL) (SEP 2015)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations. If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

SECTION 2 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

- 2.01 ~~WORK PERFORMANCE (SMALL) (SEP 2016) INTENTIONALLY DELETED~~
- 2.02 ~~ENVIRONMENTALLY PREFERABLE PRODUCTS REQUIREMENTS (OCT 2016) INTENTIONALLY DELETED~~
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- 2.07 ~~RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (SMALL) (SEP 2016) INTENTIONALLY DELETED~~
- 2.08 MEANS OF EGRESS (REVISED)

The Premises and parking garage areas shall conform to applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.

- 2.09 AUTOMATIC FIRE SPRINKLER SYSTEM (REVISED)

The Premises and parking garage areas shall conform to applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.

- 2.10 FIRE ALARM SYSTEM (REVISED)

The Premises and parking garage areas shall conform to applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.

- 2.11 ENERGY INDEPENDENCE AND SECURITY ACT (SMALL) (SEP 2015)

A. The Lessor shall either earn the ENERGY STAR® Label or complete all cost effective energy efficiency and conservation improvements, agreed to by Lessor prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

- 2.12 ~~ELEVATORS (SMALL) (OCT 2016) INTENTIONALLY DELETED~~
- 2.13 ~~DEMOLITION (JUN 2012) INTENTIONALLY DELETED~~
- 2.14 ~~ACCESSIBILITY (FEB 2007) INTENTIONALLY DELETED~~
- 2.15 ~~CEILINGS (SMALL) (SEP 2016) INTENTIONALLY DELETED~~
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- 2.20 ~~PAINTING—SHELL (SMALL) (AUG 2016) INTENTIONALLY DELETED~~
- 2.21 ~~FLOORS AND FLOOR LOAD (AUG 2014) INTENTIONALLY DELETED~~
- 2.22 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SMALL) (SEP 2015)

A. The Lessor shall be responsible for meeting the applicable requirements of all federal, state, and local codes and ordinances. When codes conflict, the more stringent standard shall apply.

B. The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures.

C. Intentionally Deleted

- 2.23 ~~DRINKING FOUNTAINS (OCT-2016) INTENTIONALLY DELETED~~
- 2.24 ~~RESTROOMS (SMALL) (SEP-2016) INTENTIONALLY DELETED~~
- 2.25 ~~PLUMBING FIXTURES: WATER CONSERVATION (SMALL) (OCT-2016) INTENTIONALLY DELETED~~
- 2.26 ~~HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (SIMPLIFIED) (OCT-2016) INTENTIONALLY DELETED~~
- 2.27 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SMALL) (SEP 2015)

A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall be equipped with deadlocking latch bolt and include a telephone backboard.

B. Intentionally Deleted

- 2.28 ~~TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SIMPLIFIED) (JUN-2012) INTENTIONALLY DELETED~~
- 2.29 ~~LIGHTING: INTERIOR AND PARKING - SHELL (SMALL) (OCT-2016) INTENTIONALLY DELETED~~
- 2.30 ~~INDOOR AIR QUALITY DURING CONSTRUCTION (SMALL) (OCT-2016) INTENTIONALLY DELETED~~
- 2.31 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SMALL) (SEP-2016) INTENTIONALLY DELETED~~

SECTION 3 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

3.01 ~~SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (SEP 2013)~~ INTENTIONALLY DELETED

3.02 ACCESS TO THE GOVERNMENT PRIOR TO ACCEPTANCE (SIMPLIFIED) (SEP 2015)

Subject to the Lessor's permission, which shall not be unreasonably withheld, the Government or its contractors shall have access to the Premises prior to acceptance of the Space to prepare the Space for occupancy. If the work to be completed by the Government is a prerequisite for the issuance of a Certificate of Occupancy, or its equivalent, the Government shall be entitled to at least 10 Working Days to complete work by its own contractors.

3.03 ~~ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (SEP 2015)~~ INTENTIONALLY DELETED

3.04 ~~LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SMALL) (SEP 2016)~~ INTENTIONALLY DELETED

3.05 ~~AS-BUILT DRAWINGS (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

3.06 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENTIONALLY DELETED

SECTION 4 TENANT IMPROVEMENT COMPONENTS

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- 4.15 ~~ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012) INTENTIONALLY DELETED~~
- 4.16 ~~LIGHTING: INTERIOR AND PARKING—TI (SMALL) (SEP 2016) INTENTIONALLY DELETED~~

SECTION 5 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

5.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (REVISED)

The Government shall have access to the Premises and its Appurtenant Areas at all times.

5.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

5.03 HEATING AND AIR CONDITIONING (REVISED)

The HVAC system must remain in good repair and working conditions throughout the Government's tenancy.

5.04 OVERTIME HVAC USAGE (SMALL) (SEP 2016) INTENTIONALLY DELETED

5.05 JANITORIAL SERVICES (SMALL) (SEP 2016) INTENTIONALLY DELETED

5.06 SELECTION OF CLEANING PRODUCTS (SMALL) (SEP 2016) INTENTIONALLY DELETED

5.07 SELECTION OF PAPER PRODUCTS (APR 2016) INTENTIONALLY DELETED

5.08 MAINTENANCE OF PROVIDED FINISHES (SMALL) (SEP 2016) INTENTIONALLY DELETED

5.09 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement [Homeland Security Presidential Directive-12 \(HSPD-12\)](#), Office of Management and Budget (OMB) guidance [M-05-24](#) and [M-11-11](#), and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as when no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for

reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

5.10 ~~RANDOLPH SHEPPARD COMPLIANCE (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

5.11 ~~INDOOR AIR QUALITY (OCT 2016)~~ INTENTIONALLY DELETED

5.12 ~~RADON IN AIR (OCT 2016)~~ INTENTIONALLY DELETED

5.13 ~~RADON IN WATER (JUN 2013)~~ INTENTIONALLY DELETED

5.14 ~~HAZARDOUS MATERIALS (SEP 2013)~~

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

5.15 ~~MOLD (SIMPLIFIED) (OCT 2016)~~

A. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

5.16 ~~OCCUPANT EMERGENCY PLANS (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

SECTION 6 ADDITIONAL TERMS AND CONDITIONS

6.01 ~~SECURITY STANDARDS (SMALL) (SEP 2015)~~ INTENTIONALLY DELETED

6.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

2.08 Means of Egress (Revised)

2.09 Automatic Fire Sprinkler System (Revised)

2.10 Fire Alarm System (Revised)

5.01 Provision of Services, Access, and Normal Hours (Revised)

5.03 Heating and Air Conditioning (Revised)

GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Small Leases)

1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.

4. DEFAULT BY LESSOR (APR 2012)

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.
- (3) Grounds for Termination. The Government may terminate the Lease if:

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GOVERNMENT

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,
- and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.
- (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
- (i) Circumstances within the Lessor's control;
 - (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
 - (iii) The condition of the Property;
 - (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
 - (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.
- (5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

6. CHANGES (SIMPLIFIED) (SEP 2011)

- A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.
- B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:
 - 1. An adjustment of the delivery date;
 - 2. An equitable adjustment in the rental rate; or
 - 3. A lump sum equitable adjustment.
- C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to

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LESSOR GOVERNMENT

agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.

- D Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

8. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at [http:// www.acquisition.gov](http://www.acquisition.gov).

9. The following clauses are incorporated by reference:

- | | |
|----------------|---|
| FAR 52.204-7 | SYSTEM FOR AWARD MANAGEMENT (JUL 2013) |
| FAR 52.204-10, | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER
SUBCONTRACT AWARDS (OCT 2015) (Applicable if over \$30,000 total
contract value.) |
| FAR 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) |
| FAR 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,
OR PROPOSED FOR DEBARMENT (OCT 2015)
(Applicable to leases over \$35,000 total contract value.) |
| FAR 52.215-10 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
(AUG 2011)
(Applicable when cost or pricing data are required for work or services over
\$750,000.) |
| FAR 52.215-12 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
(Applicable when the clause at FAR 52.215-10 is applicable.) |
| FAR 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III
(OCT 2015) (Applicable to Leases over \$700,000 total contract value.) |
| FAR 52.219-16 | LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over \$700,000 total contract value.) |
| FAR 52.219-28 | POST-AWARD SMALL BUSINESS REREPRESENTATION (JUL 2013)
(Applicable to leases exceeding the micro-purchase threshold) |

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FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (APR 2015)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (Applicable to leases over \$15,000 total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA (FEB 1996)
GSAR 552.219-73	GOALS FOR SUBCONTRACTING PLAN (JUN 2005) Alternate I (SEP 1999) (Applicable to leases over \$700,000 total contract value.)
GSAR 552.270-12	ALTERATIONS (SEP 1999)
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
GSAR 552.270 20	PAYMENT (SEP 1999)
GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Request for Lease Proposals Number GS-11P-LDC00325	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS
(APR 2015)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- ☐ Registration Active and Copy Attached

**2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID
DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW
(DEVIATION) (OCT 2013)**

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that—
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
 - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—
 - (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

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have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

3. OFFEROR'S DUNS NUMBER

(a) Enter number: 080782876

(b) An offeror may obtain a DUNS number (i) via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	<div data-bbox="540 856 982 1024">(b) (5), (b) (7)(F)</div> <div data-bbox="540 1024 906 1087">(b) (6)</div> <div data-bbox="527 1087 1010 1119">Signature/</div>	<div data-bbox="1141 856 1425 909">(b) (6)</div> <div data-bbox="1141 1045 1307 1119"><u>9-19-17</u> Date</div>